

AG Contract No. KR98 2186TRN
ADOT ECS File No. JPA 98-171
Project: HX062 01C
Section: SR-87 @ Matalazal Casino

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PAYSON

THIS AGREEMENT is entered into 26 OCTOBER, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and the TOWN OF PAYSON, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State and the Town desire to participate in constructing improvements to the existing traffic signal on SR-87 at the intersection of BIA 101 (at the entrance to the Matalazal Casino, MP 250.9), at a cost to the State of \$40,000.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 22756
Filed with the Secretary of State
Date Filed: 10/26/98

Petrey Bayless
Secretary of State

By Vicky V. Graenewald

II. SCOPE

1. The Town will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate State review comments.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the project over and above the States contribution of \$40,000.00, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the Town.

c. Upon filing of this agreement with the Secretary of State, invoice the State for its share of the project, in an amount not to exceed \$40,000.00.

d. Upon completion and acceptance of the signal project on behalf of the parties hereto, provide electrical energy to operate the signal.

2. The State will:

a. Review the design documents and provide comments.

b. Within thirty days after receipt and approval of an invoice, pay the Town \$40,000.00 as the States share of the signal improvement project, such payment will be to reimburse the Town for the existing signal hardware, as follows:

(i) Type Q Pole; 30' signal mast arm, 15' luminaire mast arm; 5 each type II, 1 type V, and 2 type VII brackets.

(ii) 250 W HPS luminaire; 4 pedestrian push buttons; 3 pedestrian pushbutton signs; 5 man/hand pedestrian signal heads; 6 type F heads; 1 type R head; and one signal controller.

(iii) Such existing signal hardware outlined above will be delivered by the Town to the State signal shop in Phoenix.

c. Upon completion and acceptance of the signal project by the Town, provide maintenance to the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Payson
Town Manager
303 N. Beeline Highway
Payson, AZ 85541

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

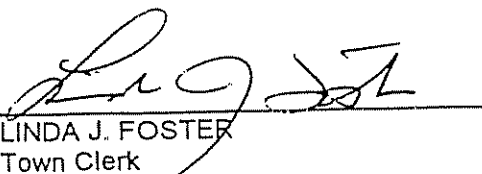
TOWN OF PAYSON

STATE OF ARIZONA
Department of Transportation

By 
VERN STIFFLER
Mayor

By 
MICHAEL P. MANTHEY
State Traffic Engineer

ATTEST

By 
LINDA J. FOSTER
Town Clerk

RESOLUTION

BE IT RESOLVED on this 16th day of September 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Payson for the purpose of defining responsibilities for constructing improvements to the traffic signal at SR-87 at BIA-101 (Matazal Casino).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NO. 1327

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF PAYSON, ARIZONA, RELATING TO THE CONSTRUCTION OF IMPROVEMENTS TO THE EXISTING TRAFFIC SIGNAL ON STATE ROUTE 87 AT THE INTERSECTION OF BIA 101.

WHEREAS, the State of Arizona, acting by and through the Department of Transportation (the "State") has presented an intergovernmental agreement to the Town of Payson (the "Town"), providing for participation by both parties in the construction of improvements to the existing traffic signal on State Route 87 at the intersection of BIA 101; and

WHEREAS, it is the desire of the Town to participate with the State in the construction of such improvements and to reduce the terms of such participation to writing,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the intergovernmental agreement between the State and the Town a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by this reference, be and is hereby approved in substantially the form attached.

Section 2. That Vernon M. Stiffler, Mayor of the Town of Payson, be and is hereby authorized to execute said intergovernmental agreement in substantially the form as set forth upon Exhibit "A".

Section 3. That the Town be and hereby is authorized to take such other and further actions as may be necessary or appropriate to implement the terms and intent of said intergovernmental agreement.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON this 8th day of October, 1998, by the following vote:

AYES 5 NOES 0 ABSTENTIONS 0 ABSENT 2

Vernon M. Stiffler
Vernon M. Stiffler, Mayor

ATTEST:

Linda J. Foster
Linda J. Foster, Town Clerk

APPROVED AS TO FORM:

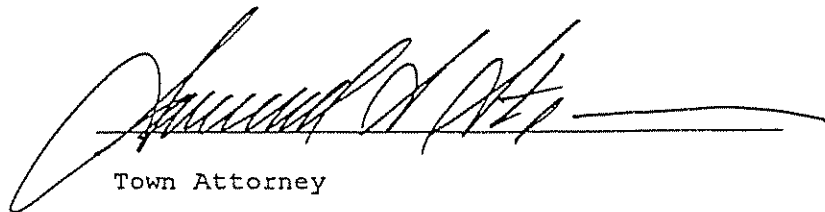
Samuel I. Streichman
Samuel I. Streichman, Town Attorney

OCT - 8 '98 Rem No D.I. K *

APPROVAL OF THE PAYSON TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PAYSON and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 9th day of October, 1998.


Town Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2997

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TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2186TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 20, 1998.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/16106

Enc.